

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION**

In Re:

SHERI ANN WILL,

Debtor.

) Case No. 21-10561

) Chapter 7

DIANA BLACKWELL

Creditor/Plaintiff,

) Adversary Proceeding No. 22-01001

) SETTLEMENT AGREEMENT

v.

SHERI ANN WILL

Debtor/Defendant.

SETTLEMENT AGREEMENT

The parties to this Settlement Agreement are **DIANA BLACKWELL** (hereinafter Blackwell), Creditor/Plaintiff in adversary proceeding number 22-01001, and **SHERI ANN WILL** (hereinafter Will), Debtor in bankruptcy case number 21-10561 and the Defendant in bankruptcy adversary proceeding number 22-01001, with said bankruptcy and said adversary proceeding pending in the United States Bankruptcy Court for the Eastern District of Missouri, Southeast Division.

IN CONSIDERATION of the promises and considerations herein contained, both parties agree that the United States Bankruptcy Court for the Eastern District of Missouri may enter the proposed Order and Judgment accompanying this Settlement Agreement. The terms of the settlement between Blackwell and Will are as follows:

1. Will shall pay Five Hundred Dollars (\$500) to Blackwell immediately following court approval of this settlement agreement.

2. Will shall pay an additional Four Thousand Five Hundred Dollars (\$4,500) to Blackwell, making a total of Five Thousand Dollars (\$5,000) to Blackwell on or before August 31, 2023. The terms of paying the remaining Four Thousand Five Hundred Dollars (\$4,500) are evidenced by a Promissory Note, a copy of which is attached and incorporated by this reference as Exhibit 1. In summary, the Promissory Note requires a payment from Will to Blackwell of at least Five Hundred Dollars (\$500) per month, beginning with January 2023 and ending with August 31, 2023, but a total of Five Thousand Dollars (\$5,000) must be paid as described in Exhibit 1. Defaults and consequences of defaults are described in the attached Exhibit 1.

3. The parties shall also sign a Mutual Release, a copy of which is attached hereto and incorporated herein by reference as Exhibit 2. A summary of the Mutual Release is that if Will completes her obligations as described in the Promissory Note, then she will have satisfied any and all obligations of any kind to Blackwell. It is specifically noted that each party is releasing any claim that it might have against the other party from the dawn of creation until the Mutual Release is signed and the Court has entered its Order and Judgment. Claims being released are any claim that could have been made by either party against the other whether or not it was asserted as a claim in the bankruptcy adversary.

4. Payments will be made by delivering same to Kelvin W. Birk, attorney for Blackwell. Payments must be received by him on or before the date specified for each payment. Consequences of failure to deliver the payments on time are set out in the Promissory Note attached hereto as Exhibit 1.

August, with the total amount of Four Thousand Five Hundred Dollars (\$4,500) being paid in those months, or sooner. Said total of Four Thousand Five Hundred Dollars (\$4,500) must be paid and received by counsel for Blackwell on or before August 31, 2023.

All parties acknowledge that this is a settlement and neither party admits that the other has any claim against her. The payment of the consideration expressed is not to be construed as an admission of liability on behalf of any party.

Both undersigned parties declare and represent that no promises, inducements or agreements not herein expressed have been made to the undersigned and that this Mutual Release contains the entire agreement between the parties hereto and that the terms of this Mutual Release are contractual and not a mere recital.

IN WITNESS WHEREOF, this Mutual Release has been read and signed this 18 day of November, 2022.

CAUTION: READ BEFORE SIGNING BELOW.

WITNESS:

Rocky Bay

Diana Blackwell
DIANA BLACKWELL

WITNESS:

Bernice Bay

Sheri Ann Will
SHERI ANN WILL

\$5,000

Exh. 1

PROMISSORY NOTE

Cape Girardeau, Missouri
November 18, 2022

FOR VALUE RECEIVED, the undersigned, as principal, promises to pay to the order of Diana Blackwell, an individual ("Blackwell" or "Payee"), the sum of Five Thousand Dollars (\$5,000) payable as follows:

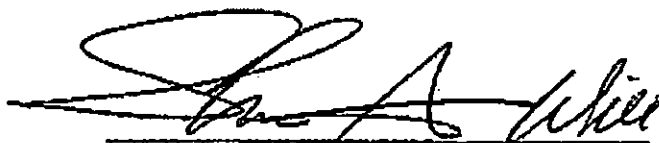
- A. Five Hundred Dollars (\$500) immediately upon the announcement by the Court of approval of the settlement that the parties have made in bankruptcy case number 21 10561-399 and adversary number 22-01001-399, pending in the United States Bankruptcy Court for the Eastern District of Missouri, Southeastern Division, in which Diana Blackwell is the Plaintiff and Sheri Will is the Defendant.
- B. The second payment will be owed and payable in January of 2023. The payment to Payee in January must be at least Five Hundred Dollars (\$500) and must be received by Kelvin W. Birk, attorney for Payee, on or before January 31, 2023.
- C. Monthly payments of at least Five Hundred Dollars (\$500) per month must be paid to Payee by delivering same and being received by attorney Kelvin W. Birk on or before the last day of each subsequent month.
- D. The entire Four Thousand Five Hundred Dollars (\$4,500) in additional installment payments must be completed and received by attorney Kelvin W. Birk on or before August 31, 2023.

If the payments are made as scheduled above, no interest will be owed. Defendant Sheri Will is allowed to make additional payments at any time, but is not required to make additional payments. If, however, Sheri Will does not make at least Five Hundred Dollar (\$500) payments in each month from January through August, unless the obligation is fully paid sooner, Will shall owe interest at the rate of Nine Percent (9%) per annum from the date of the default on the remaining obligation until this Note is fully paid. Furthermore, if Payee is required to hire counsel to collect payments that are in default, then Defendant Sheri Will shall be obligated to pay the reasonable and necessary attorney fees incurred by Payee as a result of the default. If suit is

necessary to collect the amount owed by Sheri Will to Payee, then Defendant Sheri Will also agrees to pay all court costs incurred as a result of that default in payment.

Once payment of Five Thousand Dollars (\$5,000) total has been made from Will to Blackwell as set out above, plus interest, court costs, and attorney's fees, if any, resulting from Defendant Will's defaults in the payment schedule, then the Judgment accompanying this Promissory Note shall be deemed satisfied in full and Payee shall file a Satisfaction of Judgment in the adversary case in which this adversary complaint was filed in the United States Bankruptcy Court for the Eastern District of Missouri.

Dated: November 21, 2022



SHERI WILL

Exh. 2

MUTUAL RELEASE

The parties to this Mutual Release are DIANA BLACKWELL (hereinafter Blackwell), Plaintiff in an adversary proceeding, case number 22-01001, in a bankruptcy case filed by Debtor/Defendant Sheri Ann Will in bankruptcy case number 21-10561 with the matter pending in the United States Bankruptcy Court for the Eastern District of Missouri, Southeast Division, and SHERI ANN WILL (hereinafter Will), Debtor/Defendant in the same cause.

In consideration of the promises and monetary payments herein mentioned, Blackwell does hereby release Will from any and all claims, demands, causes of action, damages and injuries of any kind, including those set out in the adversary proceeding referenced above, and Will does hereby release Blackwell from any and all claims, demands, causes of action, damages and injuries of any kind. It is the intent of the parties that claims being hereby released begin with the dawn of creation and conclude on the day the settlement of the adversary case referenced above is approved by the Court. The one exception is that Blackwell does not release Will from performing the terms of a Promissory Note being signed contemporaneously with this Mutual Release. Blackwell shall have all rights set out to her to enforce the Promissory Note. This Mutual Release shall apply to any claim regardless of whether it was made in the adversary complaint in the bankruptcy case referenced above. This Mutual Release shall cover any and all claims, none or unknown, that could be asserted by either party for conduct occurring prior to the approval by the Court of this settlement.

Upon the execution of this Release, Will is hereby paying Five Hundred Dollars (\$500) to Blackwell and is hereby signing a Promissory Note in which Will agrees to pay an additional Four Thousand Five Hundred Dollars (\$4,500) under terms specified in the Note, and requiring a monthly payment of at least Five Hundred Dollars (\$500) in the months of January through

August, with the total amount of Four Thousand Five Hundred Dollars (\$4,500) being paid in those months, or sooner. Said total of Four Thousand Five Hundred Dollars (\$4,500) must be paid and received by counsel for Blackwell on or before August 31, 2023.

All parties acknowledge that this is a settlement and neither party admits that the other has any claim against her. The payment of the consideration expressed is not to be construed as an admission of liability on behalf of any party.

Both undersigned parties declare and represent that no promises, inducements or agreements not herein expressed have been made to the undersigned and that this Mutual Release contains the entire agreement between the parties hereto and that the terms of this Mutual Release are contractual and not a mere recital.

IN WITNESS WHEREOF, this Mutual Release has been read and signed this 18 day of November, 2022.

CAUTION: READ BEFORE SIGNING BELOW.

WITNESS:

Rachel Bay

Diana Blackwell
DIANA BLACKWELL

WITNESS:

Burbara Bay

Sheri Ann Will
SHERI ANN WILL